

EXHIBIT 1

Attorneys' Eyes Only

1 A. There were fewer classes available to
2 applications that were specifically targeting 10:27:59
3 CLDC.

4 Q. Were there other classes from other
5 specifications that Danger offered, like CDC, for
6 example?

7 A. So Danger never endeavored to make a
8 CDC-compatible implementation, as far as I know. 10:28:25

9 Q. When did Danger take a Java license from
10 Sun?

11 A. I don't remember exactly when. It was it 10:29:00
12 was during my time there, but I couldn't tell you
13 exactly.

14 Q. Were you involved in any discussions with
15 Sun when you were at Danger?

16 A. I think I had -- well, so when the work to
17 implement CLDC was underway, I had a technical 10:29:29
18 contact at Sun that I would, you know, e-mail from
19 time to time.

20 Q. Do you recall who that was?

21 A. I think his last name was Brown. I don't
22 remember his first name.

23 Q. What help would Sun give you when you were
24 working on CLDC?

25 A. Quite frankly, not much. 10:29:56

Attorneys' Eyes Only

1 Q. What help did you seek from Sun when
2 working on CLDC?

3 A. So we ran into, like, ambiguities in the
4 specification from time to time that we were hoping
5 to resolve, for example.

6 Q. What did Danger license from Sun?

7 A. Honestly, I don't know. I wasn't part of 10:30:27
8 the business negotiations.

9 Q. Besides the trademark, did you get anything
10 from Sun from that license?

11 A. So again, I don't know what the license
12 actually said.

13 Q. Did you work with any of Sun's TCKs when at
14 Danger?

15 A. Yes.

16 Q. What work did you do with Sun's TCKs when 10:30:59
17 at Danger?

18 A. So as part of the effort to implement CLDC,
19 there's an associated TCK, and I would run it.

20 Q. What did the -- Sun's CLDC TCK do? What
21 was its purpose?

22 A. So the TCK was meant to have tests for all 10:31:30
23 of the -- all of the classes specified by the CLDC
24 spec.

25 Q. So it tested to make sure that the Danger

Attorneys' Eyes Only

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF MARIN)

3 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
4 certify:

5 That the foregoing deposition testimony was
6 taken before me at the time and place therein set
7 forth and at which time the witness was administered
8 the oath;

9 That the testimony of the witness and all
10 objections made by counsel at the time of the
11 examination were recorded stenographically by me,
12 and were thereafter transcribed under my direction
13 and supervision, and that the foregoing pages
14 contain a full, true and accurate record of all
15 proceedings and testimony to the best of my skill
16 and ability.

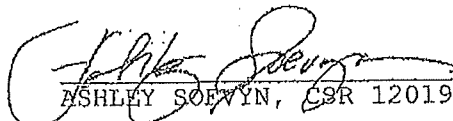
17 I further certify that I am neither counsel for
18 any party to said action, nor am I related to any
19 party to said action, nor am I in any way interested
20 in the outcome thereof.

21 IN THE WITNESS WHEREOF, I have transcribed my
22 name this 19th day of May, 2011.

23

24

25


ASHLEY SOEVYN, CSR 12019

Page 230

EXHIBIT 2

Highly Confidential-Attorneys' Eyes Only

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ORACLE AMERICA, INC.,)
Plaintiff,)
vs.) No. CV 10-03561 WHA
GOOGLE, INC.,)
Defendant.)
-----)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

Videotaped Deposition of BRIAN J. SWETLAND,
taken at 333 Twin Dolphin Drive, Suite 400,
Redwood Shores, California, commencing at
9:40 a.m., Thursday, July 7, 2011, before
Leslie Rockwood, RPR, CSR No. 3462.

PAGES 1 - 188

Page 1

Highly Confidential-Attorneys' Eyes Only

1 A. No, I did not. I was never really a hiring
2 manager at Danger. I'm not even sure if I interviewed
3 him. He might have been interviewed by some other folks.
4 At least I don't recall interviewing him.

5 Q. Going back to Danger's discussions with Sun, 10:12:55
6 were you aware that Danger entered into a license with
7 Sun?

8 A. My -- I -- I believe that's the case, though
9 I was not involved -- at Danger, I was never involved in
10 sort of business-level discussions so, you know, my 10:13:17
11 awareness of these things is kind of secondhand there.

12 Q. What did Danger license from Sun?

13 MR. PAIGE: Object to the form.

14 THE WITNESS: Again, I don't know the details
15 of whatever the contract were. 10:13:33

16 Q. BY DR. PETERS: So did you ever work with Sun
17 source code in your time at Danger?

18 MR. PAIGE: Object to the form.

19 THE WITNESS: I do not believe I ever came in
20 contact with Sun source code at Danger. 10:13:46

21 Q. BY DR. PETERS: Was there any Sun source code
22 that was integrated into the Hiptop software?

23 MR. PAIGE: Object to the form.

24 THE WITNESS: To the best of my recollection,
25 post 1.0, at some point there was some licensing thing 10:14:06

Page 22

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1 STATE OF CALIFORNIA) ss:

2 COUNTY OF MARIN)

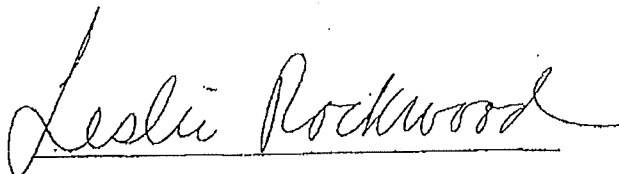
3
4 I, LESLIE ROCKWOOD, CSR No. 3462, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set forth
8 and at which time the witness was administered the oath;

9 That testimony of the witness and all
10 objections made by counsel at the time of the examination
11 were recorded stenographically by me, and were thereafter
12 transcribed under my direction and supervision, and that
13 the foregoing pages contain a full, true and accurate
14 record of all proceedings and testimony to the best of my
15 skill and ability.

16 I further certify that I am neither counsel
17 for any party to said action, nor am I related to any
18 party to said action, nor am I in any way interested in
19 the outcome thereof.

20 IN WITNESS WHEREOF, I have subscribed my name
21 this 12th day of July, 2011.

22
23 
24

25 LESLIE ROCKWOOD, CSR. NO. 3462

EXHIBIT 3

Highly Confidential - Attorneys' Eyes Only

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ORACLE AMERICA, INC.,)
 Plaintiff,)
 vs.) No. CV 10-03561 WHA
GOOGLE, INC.,)
 Defendant.)

-- HIGHLY CONFIDENTIAL, ATTORNEYS' EYES ONLY--

Videotaped Personal Capacity deposition of
ANDREW E. RUBIN, taken at the law offices of
King & Spalding LLP, 333 Twin Dolphin Drive,
Suite 400, Redwood Shores, California,
commencing at 8:39 a.m., on Wednesday,
July 27, 2011, before Leslie Rockwood, RPR,
CSR No. 3462.

PAGES 1 - 296

Page 1

Highly Confidential - Attorneys' Eyes Only

1 A. Look, he didn't give me any information about
2 the them, the who, you know, and again, my view on these
3 things is there's all sorts of people at Google who want
4 to know what we're doing and have brilliant ideas and
5 you've seen, you know, some of those people with great 12:06:10
6 bravado, you know, challenging the strategy on email
7 strings.

8 Generally speaking, these aren't strategy
9 guys, these are engineers, individual contributors who
10 are full of innovative ideas but somehow need to be 12:06:25
11 harnessed in a way that's actually productive for the
12 company.

13 Q. When you say -- he says "They have a plan,
14 the ability to call it Java(tm) is simply a matter of
15 passing the J2ME TCK as I understand it." 12:06:36

16 Do you see that?

17 A. Yes.

18 Q. And when you write back "Ha, wish them luck.
19 Java.lang API's are copyrighted and Sun gets to say who
20 they license the TCK to and forces you to take the shared 12:06:51
21 part which tanks any clean room implementation."

22 Do you see that?

23 A. Yes, I do.

24 Q. So you were -- let's start with "Java.lang
25 API's are copyrighted." 12:07:03

Highly Confidential - Attorneys' Eyes Only

1 What did you mean by that?

2 A. So this is all information that I learned
3 while I was at Danger because I took license from Sun
4 while I was at Danger. So I had knowledge of their
5 practices around offering people licenses and the
6 constructs they used to make sure that they have an
7 ongoing future licensing revenue opportunity.

12:07:17

8 Q. And in particular, you understood that Sun
9 was relying on copyright protection for the API's,
10 correct?

12:07:33

11 A. One of -- one of Sun's arguments to me while
12 I was at Danger is that the -- they thought the Java
13 API's were copyrightable.

14 Q. And therefore?

15 MS. ANDERSON: Objection. Form.

12:07:49

16 THE WITNESS: There was no therefore.

17 Q. BY MR. JACOBS: Therefore you need today take
18 a license?

19 MS. ANDERSON: Objection. Form.

20 THE WITNESS: No, I don't believe that.

12:07:55

21 Q. BY MR. JACOBS: Was the context of the
22 argument while you were at Danger?

23 A. I think it was a bad argument.

24 Q. What was the context?

25 MS. ANDERSON: Objection. Form.

12:08:04

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1 A. So again, like I don't really have -- I'm not
2 a lawyer, okay. I didn't hit any books and I didn't
3 learn whether these are copyrighted.

4 I was relying to acknowledge that I learned
5 at Danger during my negotiations with Sun where I thought 12:10:39
6 there was a possibility or at least they inferred to me
7 that there was a possibility that they thought these were
8 copyrightable.

9 Q. And at Danger you successfully negotiated
10 with Sun and you took a Sun license, correct? 12:10:55

11 A. Yes. That's correct.

12 Q. And in the development of Android, ultimately
13 you proceeded without a Sun license, correct?

14 MS. ANDERSON: Objection. Form.

15 THE WITNESS: Ultimately we got to the -- we 12:11:03
16 decided after a long period of negotiations that it was
17 clear Sun didn't want to partner with us on -- and we
18 built a clean room implementation.

19 Q. BY MR. JACOBS: Ultimately you proceeded in
20 the development of Android without a Sun license, 12:11:18
21 correct?

22 A. Remember, I was always implementing clean
23 room version as a hedge, so I would reword that to say
24 ultimately I released a clean room implementation of the
25 Java programming language and a virtual machine that 12:11:34

Highly Confidential - Attorneys' Eyes Only

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF MARIN)
3

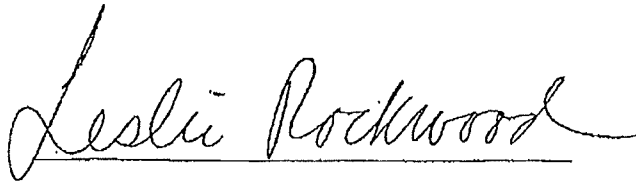
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15 skill and ability.

16 I further certify that I am neither counsel
17 for any party to said action, nor am I related to any
18 party to said action, nor am I in any way interested in
19 the outcome thereof.

20 IN WITNESS WHEREOF, I have subscribed my name
21 this 28th day of July, 2011.

22
23 
24

25 LESLIE ROCKWOOD, CSR. NO. 3462